

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>MAIN STREET AMERICA</b>	<b>:</b>	<b>CIVIL ACTION</b>
<b>ASSURANCE COMPANY, NGM</b>	<b>:</b>	
<b>INSURANCE COMPANY</b>	<b>:</b>	
v.		<b>:</b>
		<b>: NO. 22-3805</b>
		<b>:</b>
<b>ADVANCED PLASTERING, INC.</b>	<b>:</b>	

**ORDER**

**AND NOW**, this 11<sup>th</sup> day of July 2023, upon considering plaintiffs' motion for judgment on the pleadings (DI 23) and associated briefing (DI 26, 27), it is hereby **ORDERED** under Federal Rule of Civil Procedure 12(c) that plaintiffs' motion (DI 23) is **GRANTED**. We enter **JUDGMENT** in favor of plaintiffs in accordance with Federal Rule of Civil Procedure 58 and **DECLARE** the following:

1. Neither Main Street American Assurance Company nor NGM Insurance Company (together, "Main Street") is obligated to defend or indemnify Advanced Plastering, Inc. in connection with the matter *Haverford Reserve Community Association v. Haverford Reserve, LP*, No. 2016-11177 (Pa Ct. Common Pleas Delaware Cnty.).
2. Main Street may withdraw its defense of Advanced Plastering, Inc.
3. The Clerk of Court shall **CLOSE** this case.



**MURPHY, J.**